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Attorneys Counter-Claimant
 Citibank, N.A., a national banking association

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

JAMES F. RIGBY, CHAPTER 7
 TRUSTEE,

Plaintiff,

v.

STANLEY M. GORDON,
 individually and as TRUSTEE OF
 THE GORDON FAMILY TRUST
 DATED FEBRUARY 1, 2006;
 ELLEN D. GORDON, individually
 and as TRUSTEE OF THE GORDON
 FAMILY TRUST DATED
 FEBRUARY 1, 2006; RYAN R.
 KNOTT, AN INDIVIDUAL;
 ASHLEY KNOTT, an individual,
 CITIBANK, N.A., a National
 Banking Association, and DOES 1-
 100,

Defendants.

CITIBANK, N.A., a National
 Banking Association,

Counter-Claimant,

v.

JAMES F. RIGBY, CHAPTER 7
 TRUSTEE,

Counter-Defendant,

Case No. SA CV 13-1352 R (PJWx)

JUDGMENT PURSUANT TO
 STIPULATION BETWEEN
 COUNTER-CLAIMANT, CITIBANK,
 N.A. AND COUNTER-DEFENDANT,
 JAMES F. RIGBY, CHAPTER 7,
 TRUSTEE

Honorable Manuel L. Real

1 Upon reading the Stipulation For Entry of Judgment between Citibank,
2 N.A., Counter-Claimant (“Citibank”), and James F. Rigby, Chapter 7 Trustee,
3 Counter-Defendant (“Rigby”), and good cause appearing therefore,

4 IT IS ORDERED that the Stipulation For Entry Of Judgment attached hereto
5 as **Exhibit “A”** is approved.

6 IT IS ORDERED that final judgment shall immediately be entered between
7 Citibank and Rigby as set forth below.

8 JUDGMENT IS HEREBY ENTERED as follows:

9 1. This Judgment affects real property located at 500 Emerald Bay,
10 Laguna Beach, California 92651, Assessor’s Parcel No. 053-084-04, with the
11 following legal description:

12 The Following Described Real Property Situate in the City of Laguna
13 Beach, County of Orange, and State of California, To Wit:

14 Lot 50 of Tract No. 1108, as per map recorded in Book 35, Page 39 to
15 41 inclusive of Miscellaneous Maps, in the office of the County
16 Recorder of said County.

17 (The “Real Property.”) Title to the Real Property is held in the name of “Stanley
18 M. Gordon and Ellen D. Gordon, and Their Successors, as Trustees of the Gordon
19 Family Trust Dated February 1, 2006” (the “Gordons”).

20 2. James F. Rigby, Chapter 7 Bankruptcy Trustee for the bankruptcy
21 estate of Michael R. Mastro, *In re Michael R. Mastro*, United States Bankruptcy
22 Court for the Western District of Washington Case No. 09-16841-MLB (“Rigby”),
23 shall deliver an executed and notarized Full Reconveyance of that certain “Deed of
24 Trust” recorded against the Real Property on February 2, 2006, in the official
25 records of Orange County, California, as instrument number 2006000077939
26 executed by the Gordons as Trustor in favor of beneficiary Michael Mastro
27 (hereafter the “2006 Mastro Deed of Trust”). The Full Reconveyance shall be in
28 recordable form.

1 3. The 2006 Mastro Deed of Trust is hereby determined to be void and
2 of no further force and effect.

3 4. That certain "Home Equity Line Of Credit Deed of Trust" recorded
4 against the Real Property on February 1, 2007, in the official records of Orange
5 County, California, as instrument number 2007000069606, executed by the
6 Gordons, as Trustors, in favor of beneficiary, Citibank ("2007 Citibank Deed of
7 Trust"), is determined to be, and shall be, senior in priority to that certain "Short
8 Form Deed of Trust and Assignment of Rents" recorded against the Real Property
9 on January 26, 2007, in the official records of Orange County, California, as
10 instrument number 2007000055693, executed by the Gordons, as Trustors, in favor
11 of beneficiary, Michael R. Mastro ("2007 Mastro Deed of Trust").

12 5. Notwithstanding the provisions of paragraph 4 above, the senior lien
13 priority granted to the 2007 Citibank Deed of Trust over the 2007 Mastro Deed of
14 Trust is limited to \$811,771.29 (the balance owing on the Citibank HELOC as of
15 June 11, 2014), plus any interest that may accrue thereafter pursuant to the terms of
16 the Citibank HELOC and any other charges/fees permitted to be added pursuant to
17 those terms (the "Lien Priority Amount"). Any principal advances on the Citibank
18 HELOC beyond the Lien Priority Amount, if any, shall not be entitled to priority
19 senior to the 2007 Mastro Deed of Trust as long as it remains an enforceable lien
20 on the Real Property.

21 6. Citibank's acceptance of junior priority as to all amounts over the
22 Lien Priority Amount is made for the benefit of Rigby and his respective
23 successors, legal representatives and assigns only. There are no third party
24 beneficiaries to this Judgment. As to all other persons or entities, the 2007
25 Citibank Deed of Trust secures all amounts owing under the Citibank HELOC and
26 is not capped at the Lien Priority Amount.

27 7. Citibank shall cause this Judgment to be recorded in the Official
28 Records of Orange County, California.

1 8. Each party to bear their own costs, expenses and attorneys' fees.
2 IT IS SO ORDERED.

3
4 Dated: September 12, 2014



HONORABLE MANUEL L. REAL
UNITED STATES DISTRICT COURT JUDGE

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6 Presented By:

7 PYLE SIMS DUNCAN & STEVENSON,
8 A Professional Corporation

9 By: /s/ Gerald N. Sims
10 Gerald N. Sims
Kathleen A. Cashman-Kramer
11 Lynn M. Beekman
Attorneys for Counter-Claimant,
12 Citibank, N.A., a national banking association

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14 WILLIAMS, KASTNER & GIBBS PLLC

15
16 By: /s/ Manish Borde
Manish Borde
17 Attorneys for Counter-Defendant,
James F. Rigby, Jr., as Chapter 7 Trustee
18 for the Mastro Bankruptcy Estate